

Dated: November 26, 2018



*Daniel P. Collins*

Daniel P. Collins, Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT  
DISTRICT OF ARIZONA**

In re:	)	<b>Chapter 7</b>
	)	
Ahmad Wali Mailatyar and	)	<b>CASE NO.: 2:17-13538-DPC</b>
Edyta Kamila Mailatyar,	)	
	)	<b>ORDER TERMINATING AUTOMATIC</b>
Debtors.	)	<b>STAY AND ABANDONING ESTATE</b>
	)	<b>PROPERTY</b>
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Forethought Life Insurance Company,	)	Re: Real property located at
	)	7712 East Journey Lane, Scottsdale, AZ
Movant,	)	85255
	)	
Ahmad Wali Mailatyar and	)	
Edyta Kamila Mailatyar,	)	
	)	
Respondents.	)	

Forethought Life Insurance Company ("Movant") having filed a Motion for Relief from the Automatic Stay with respect to the hereinafter-described property. After appropriate notice and opportunity for a hearing, no party in interest having objected to such relief; the Respondents having failed to plead or otherwise defend; and good cause appearing,

**IT IS ORDERED** that:

Any and all stays against lien enforcement, including the automatic stay of 11 U.S.C. §362(a) and the automatic injunction of 11 U.S.C. §524(a), are hereby vacated with respect to the property generally described as 7712 East Journey Lane, Scottsdale, AZ 85255 (“Property”), and Movant, its assignees and/or successors in interest, may proceed with a foreclosure of and hold a Trustee’s sale of the Property pursuant to applicable state law, and thereafter commence any valid legal action necessary to obtain complete possession of the Property.

**IT IS FURTHER ORDERED** that:

The following property generally described as 7712 East Journey Lane, Scottsdale, AZ 85255 is hereby abandoned from the Debtor's Bankruptcy Estate.

**IT IS FURTHER ORDERED** that:

No foreclosure sale shall occur before February 19, 2019.

**IT IS FURTHER ORDERED** that:

The Moving Party, at its option, may offer, provide and enter into any potential forbearance agreement, loan modification, refinance agreement or other loan workout/loss mitigation agreement as allowed by state law. The Movant may contact the Debtor via telephone or written correspondence to offer such an agreement. Any such agreement shall be non-recourse.

**SO ORDERED,**

**Signed and Dated Above.**